

this ? They do not in the letter referred to make the immediate payment of the residue of the claim a condition precedent upon which the credit was to be given, and their neglect or forbearance from that time until 1847, nearly three years, to take measures to coerce payment of the decree is strong to show that no such implied condition was intended. If the complainants had designed to affix a condition to their proposition to allow this credit, they should have said so, and then the other side would have known precisely the ground upon which they stood. But this was not done, and he rested and reasonably rested upon the well grounded confidence that the credit would be allowed him, and the forbearance of the complainants to press the payment of the residue of the claim was well calculated to assure him that his understanding in regard to the proposition was their's likewise. The letter in question refers to the former proposition of the plaintiffs to allow this credit, and insists upon this proposition, rejecting at the same time the defendant's pretension to be allowed interest upon the credit. This, then, in the discussions between these parties was plainly the complainants' view of the merits of the question, whilst the defendant was contending for a larger credit, and contending too, as it would seem from the letter, with good prospects of success, for the writer admits that at one time he was impressed with the justice of the defendant's view of the subject. The letter is, in my opinion, an unqualified offer to allow the credit in question, and I strongly incline to think is not merely gratuitous, but founded upon a consideration which entitles it to the favorable consideration of the court.

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THOS. S. ALEXANDER, for Complainants.

A. RANDALL, for Defendant.